





WHAT IS YOUR INTEREST IN THE PROPERTY ON WHICH THE WATER IS TO BE USED (PROPERTY OWNER, LESSEE, CONTRACT PURCHASER, ETC.)

Owner

ARE THERE ANY EXISTING WATER RIGHTS RELATED TO THE LAND ON WHICH THE WATER IS TO BE USED (INCLUDING WATER PROVIDED BY IRRIGATION DISTRICTS OR DITCH COMPANIES.)



YES



NO

IF YES, FROM WHAT SOURCE (i.e. SURFACE OR GROUND WATER) AND UNDER WHAT AUTHORITY

State of Washington

6.

DESCRIPTION OF SYSTEM PROPOSED OR INSTALLED

(FOR EXAMPLE: SIZE OF PUMP, CAPACITY OF PUMP, PUMP MOTOR HORSE POWER, PIPE DIAMETER, NUMBER OF SPRINKLERS, ETC.)

15 hp submersible in well feeding a 40 hp booster pump. 6" main line. 2 4" traveling

Nelson 150's for sprinklers.

REMARKS

7.

8.

COMPLETE THIS SECTION ONLY IF THIS APPLICATION INCLUDES IRRIGATION AS A USE

IN ORDER TO IMPLEMENT THE PROVISIONS OF INITIATIVE MEASURE NUMBER 59, THE FAMILY FARM WATER ACT WHICH WAS PASSED BY THE VOTERS ON NOVEMBER 3, 1977, WE MUST ASK THE FOLLOWING QUESTIONS:

DOES THE TOTAL NUMBER OF ACRES IN WHICH YOU HAVE CONTROLLING INTEREST IN THE STATE OF WASHINGTON EXCEED 2000 ACRES FOR THE FOLLOWING THREE CATEGORIES:

1. LANDS THAT ARE BEING IRRIGATED UNDER WATER RIGHTS ACQUIRED AFTER DECEMBER 8, 1977.

YES



NO



2. LANDS THAT MAY BE IRRIGATED UNDER APPLICATIONS NOW ON FILE WITH THE DEPARTMENT OF ECOLOGY.

YES



NO



3. LANDS THAT MAY BE IRRIGATED UNDER THIS APPLICATION.

YES



NO



IF 10 ACRE-FEET OR MORE OF WATER IS TO BE STORED AND/OR IF THE WATER DEPTH WILL BE 10 FEET OR MORE AT THE DEEPEST POINT, A STORAGE PERMIT MUST BE FILED IN ADDITION TO THIS PERMIT. THESE FORMS CAN BE SECURED, TOGETHER WITH INSTRUCTIONS, FROM THE DEPARTMENT OF ECOLOGY.

SIGNATURES

David R. Syre

LEGAL LANDOWNERS NAME  
(PLEASE PRINT)

APPLICANT'S SIGNATURE

David R. Syre

LEGAL LANDOWNER'S SIGNATURE (OWNER OF PROPERTY  
DESCRIBED IN ITEM NUMBER 5)

1313 Commercial Street, Bellingham, WA

LEGAL LANDOWNER'S ADDRESS

98225

FOR OFFICE USE ONLY

STATE OF WASHINGTON

DEPARATMENT OF ECOLOGY

SS.

This is to certify that I have examined this application together with the accompanying maps and data, and am returning it for correction or completion as follows: .....

In order to retain its priority date, this application must be returned to the Department of Ecology, with corrections, on or before ....., 19.....

Witness my hand this ..... day of ....., 19.....



1600804

FARM LEASE #2  
Syre to Riverberry - 1988

THIS LEASE made and entered into this 5<sup>th</sup> day of April, 1988 by and between DAVID SYRE and his wife, KAY SYRE, hereinafter referred to as "Lessor," and RIVERBERRY, INC., hereinafter referred to as "Lessee,"

R E C I T A L :

The Lessor and the Lessee have agreed to lease the premises as legally described hereinafter consisting of approximately 110 acres, for a term of 14 years. The legal description of the property is as follows:

1 That portion of the Southwest quarter of the Southwest quarter of Section 17, Township 39 North, Range 4 East, lying South and West of the Lawrence Road and lying North and East of the Nooksack River and comprising approximately thirty (30) leasable acres of farm land. *field 3*

1 That portion of the East half of Section 17, Township 39 North, Range 4 East, lying South and West of the George Road and lying North and East of the Nooksack River and comprising approximately fifty-five (55) leasable acres of farm land. *field 3* *Rent same as 88* *Field 2*

All situate in Whatcom County, Washington.

Accordingly, in order to reduce the parties' oral understanding to writing, they enter into the following written agreement:

1. Term. The Lessor agrees to lease to and the Lessee agrees to lease from the Lessor the premises as set forth above, for a term of 14 years, commencing January 1, 1938, and terminating December 31, 2001, and/or in accordance with the termination provisions otherwise provided in this lease.

2. Rent. The Lessee covenants and agrees to pay to the Lessor as rental for said premises a yearly rental of \$125.00 per acre per year for the first 2 years or a total of \$10,625.00 yearly rent; rent to be paid at Lessee's option on or before the 31st day of December of the year of the lease. Thereafter the annual rent shall equal 120% of the average cash crop rent for the Lawrence area, or \$175.00 per acre, whichever is greater, and said yearly rent to be paid on or before December 31 of the harvest year.

3. Utilities. The Lessee shall pay the following utilities: Power, garbage and all added utility cost created by Riverberry, telephone, etc.

4. Taxes. The realty taxes on the lease premises shall be the Lessor's obligation.